

MakeHartford Membership Agreement

Modified: 1/1/2017

General Information:

First Name: _____ Last Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Information:

Email: _____ @ _____

Telephone 1: _____ () Cell () Home () Work

Emergency Contact Info

First Name: _____ Last Name: _____

Email: _____ @ _____

Telephone 1: _____ () Cell () Home () Work

Relation: _____

Demographics Survey

Own a company or organisation: () Yes () No

Are you an entrepreneur: () Yes () No

Are you employed: () Yes () No

Do you want to Mentor or Teach: () Yes () No

Are you a student: () Yes () No

Name: _____

Where: _____

Where: _____

Over 18? () Yes () No (Guardian required on next sheet)

How did you hear of us?

() Meetup () Word of Mouth Who: _____

() Facebook

() Other _____

MakeHartford Membership & Service Agreement

MakeHartford, Inc. ("Company" or "MH"), A Connecticut nonprofit nonstock corporation, and _____, the entity or person identified on the signature page of this agreement ("Member" or "Licensee"), hereby agree that the Company will provide to the Member a license to the shared MakeHartford fabrications facilities located at 30 Arbor Street, Hartford, Connecticut. This agreement is a Membership & License Agreement and is not a lease or any other form of tenancy agreement. The Company and Member agree as follows:

1. **Duration of Agreement & Termination.** This Agreement is a Membership and shall commence on _____. This Agreement shall automatically renew on a month-to-month basis.

The Member or MakeHartford may terminate this Agreement at any time with 30 days advanced notice.

Notwithstanding the foregoing paragraph and notice period, MakeHartford reserves the right to terminate access to and use of Company facilities at any time, immediately and without notice, if the Member fails to comply with any provision of this Agreement and MakeHartford's Policies and Procedures.

MakeHartford reserves the right to amend the Policies and Procedures and Services Addendum from time-to-time at its sole discretion. MakeHartford will notify Member of any changes to said rules and regulations in writing, and prior to such rule changes taking effect.

Upon the termination of this Agreement, Member shall thereafter have no further right to use MakeHartford facilities in any manner and Member shall make no further use of MakeHartford other than to remove personal items. All advanced fees, if any, shall be justly prorated and returned to Member, along with any deposits, within 30 days of the termination of this agreement. Personal items must be removed from MakeHartford within 15 days of the termination of this agreement, after which period they become property of MakeHartford.

Official Use Only:

Member Instructor Student Volunteer Donor

<input type="checkbox"/> Mailing List	Date: ___ / ___ / ___	Initials: _____
<input type="checkbox"/> Basecamp	Date: ___ / ___ / ___	Initials: _____
<input type="checkbox"/> Google group	Date: ___ / ___ / ___	Initials: _____
<input type="checkbox"/> Google Plus	Date: ___ / ___ / ___	Initials: _____
<input type="checkbox"/> Google Calendar	Date: ___ / ___ / ___	Initials: _____

2. **Description of Services.** MakeHartford agrees to provide Member with secured-entry access to non-exclusive, clean, well-maintained manufacturing equipment and workshops facilities, exclusive access to individual workspace if so detailed in the Service Addendum, reasonable electrical power, and wireless internet at MakeHartford, and range of related services as detailed in the attached Services Addendum. Said attachments and the Members first invoice details the specific workspace(s) to be used by the Member and the corresponding service rates.
3. **Member Obligations.** Member acknowledges that they have read and understand MakeHartford's Policies and Procedures. The shared facilities shall be kept in a neat, clean and attractive condition at all times. Member will not cause any damage to the facilities including unreasonable or inappropriate wear on equipment or damage to the building in which MakeHartford is located ("Building"). Member shall not disturb the use and enjoyment of the Service by any other Member. Members shall not use MakeHartford facilities for any inappropriate or unlawful activity.
4. **You must be 18 years of age, or with appropriate adult supervision, to enter MakeHartford. The following age guidelines must also be followed:**
 - a. Must be 18 years or older for 24-hour membership.
 - b. Minimum age to use tools and equipment is 14, with approved adult supervision.
 - c. Well-behaved individuals under 14 are allowed in the space for classes and events when accompanied by approved adult supervision.
5. **Fees.** User agrees to make payments in the amount, form and manner as detailed in the MakeHartford Services Addendum. Failure to make monthly payments as described will result in the termination of this Agreement and revocation of Members license to use the facilities. In addition, Member shall pay all reasonable third party fees (attorney's fees and debt collection fees specifically included) and other costs incurred by the Company in connection with any late payments or past due amounts.
6. **Payment Schedule** All license fees and other expenses are due on the first day of membership and then on the 1st of each month thereafter.
7. **Automatic Payment** Members may pay their monthly membership dues using an automatic payment system, such as Paypal. Subscription payment must be made to: Steve@MakeHartford.com. Please set payment to disperse on the 1st of each month. Automatic payments are required for all family, group, and corporate memberships as well as all 24 hour memberships.
8. **Late Payment:** Membership payments made after the 5th of the month will incur a late fee of 5% of the monthly fees due, and will be charged on the 5th of each month, and monthly thereafter, until the outstanding balance is paid in full.
9. **Membership Suspension** will occur after 30 days of nonpayment of dues.

10. **Risk of Use.** Member acknowledge that he/she is using the facilities at his/her own free will and at their own discretion. Member acknowledges that MakeHartford does not have any liability with respect to Member access, use of the facilities, or any loss resulting from such use.

MakeHartford and its respective board members, employees, volunteers, instructors, agents, contractors, and officers shall not, to the extent permitted by law, be liable for any damage and/or claim for any injury, damage, or loss, or destruction to any person or property of MakeHartford's Members, contractors, employees, and/or invitees due to any act, omission or occurrence in or about MakeHartford, or the Building. Further, Members waive all right of recovery against MakeHartford and such individuals except in the case of gross or willful misconduct by the Company, Member agrees to indemnify, defend, protect and hold the Company and its respective board members, employees, volunteers, instructors, agents, contractors and officers harmless from and against all claims of whatever nature arising out of Member's use of the facilities and occupancy of the Company. Members are strongly encouraged to carry insurance that covers their personal equipment while using the workspace at MakeHartford.

11. **Personal Property:** Any items left out, if not labeled, may be dealt with (cleaned up, sold, ect.) at the discretion of MakeHartford. MakeHartford, Inc, its directors, officers, members, employees, or volunteers are not responsible for any physical or nonphysical property stored at MakeHartford, Inc.
12. **Interruption of Service.** Member acknowledges that due to the imperfect nature of electronic communications, electronics, and utilities. MakeHartford shall not be responsible for damages, direct or consequential, which may result for the failure of MakeHartford to furnish any of the Services. The Company will, however, act in good faith and in a commercially reasonable manner in working to remedy any flaws in the facility or equipment, or delays in providing access to the facilities or equipment to the Member.
13. **Relationship of the Parties.** Member is not an employee or contractor of the Company. MakeHartford has no right to the work produced by Members or guests working at the Company. Members shall maintain all copyrights, patents and any other proprietary rights related to the Member's works that are created using the facilities.
14. **Arbitration:** Members who are in conflict may request the board of directors arbitrate the conflict by emailing board@MakeHartford.org. The board will appoint a panel of three board members not involved in the conflict which will listen to both claims and deliver a binding decision which may not be appealed.
15. **Partial Invalidity.** If anyone or more of the provisions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected, and the remaining provision shall be valid and enforceable to the fullest extent permitted by law.
16. **Waiver.** No delay omission on the part of MakeHartford in exercising any right under this

Agreement shall operate as a waiver of such right or of any other right of the Company, nor shall any waiver of such right or rights on any one occasion be deemed a bar to, or waiver of, the same right or right on any future occasion. The acceptance by MakeHartford of any payment, or a sum of less than is due, shall not be construed as a waiver of any of the Company's rights unless such waiver is in writing.

- 17. **Force majeure.** Each party shall be excused from any breach of this Agreement which is proximately caused by government regulation, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.

- 18. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the matters contained herein, and supersedes all other written and oral agreements between the parties with respect to the such matters. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.

- 19. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

- 20. **THIS AGREEMENT IS NOT A LEASE AND DOES NOT CREATE OR REFLECT ANY FORM OF TENANCY OR INTEREST IN REAL PROPERTY IN FAVOR OF THE MEMBER.** This Agreement is subject and subordinate to a lease by and between MakeHartford and the owner of the Building. This Agreement shall terminate simultaneously with the termination of said lease, regardless of the cause of the termination.

- 21. **State of Connecticut.** This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Connecticut.

- 22. **Notice.** Any notices required by this agreement shall be delivered to the following address: MakeHartford, 30 Arbor Street Unit, Box 47, Hartford, CT 06106.

Member Name: _____

Member Signature: _____ Date: ___/___/___

Parent or Legal Guardian Name _____

Parent or Legal Guardian : _____ Date: ___/___/___
(If Member is under 18)

Make Hartford Signature: _____ Date: ___/___/___

MakeHartford Policies and Procedures

Modified: 10/25/2015

MakeHartford strives to provide a safe, productive, and fun community for its members. In keeping with this mission, we ask you to obey the following policies and procedures while working in our facility. Failure to obey these policies and procedures can make our facilities dangerous or unwelcome to others, and such actions on your part may result in your license being terminated without notice. Please take them seriously. We reserve the right to change these policies and procedures as needed with sufficient notice to members.

Individual Safety: Obey all posted signs and literature pertaining to safe use of our facilities. These include, but are not limited to signs regarding appropriate shoes, clothing and protective gear, techniques for safe equipment use, material-specific precautions for equipment, and machine tool lockouts. Do not use equipment you are not comfortable with or trained to use. Do not operate heavy machinery after hours without a partner in the facility. Default to asking for help if uncertain.

Shared Safety: In a shared and open facility like ours, it is possible for less experience members to operate equipment dangerously without knowing it. Please stay on the lookout for unsafe behavior, and approach and offer feedback to fellow members if you believe they are working unsafely. Please notify staff immediately if you believe any piece of equipment or infrastructure to be unsafe.

Respectful Behavior: In both in-person and electronic interactions, behave respectfully, courteously, and professionally to your fellow members. No discrimination based on race, color, gender, sexual preference, dietary needs, harassment, or hate speech shall be tolerated.

Hours of Operation: MakeHartford's hours of operation are posted on our website and may fluctuate from week to week. You pay check the website or call our hotline to confirm that we are open.

No illegal activities while at MakeHartford. Engaging in illegal activities while at MakeHartford will result in immediate expulsion and the loss of all rights and privileges of membership.

These include but are not limited to:

- Unauthorized hacking (either internally or externally)
- Theft
- Drugs or Alcohol (see below)
- Physical Violence

Alcohol Consumption: No alcohol will be consumed on site except as part of an organised event or as a tasting of member created goods. At no time will anyone under the influence of any mind altering substance, including prescribed medications, use equipment which would create an unsafe and potentially dangerous situation.

Secured Areas: Private space may be secured by its owner with a key provided that a duplicate is given to the Company. See attachment for rates and additional information.

Courtesy of Shared Spaces: Keep noise levels to a respectful minimum for the comfort and enjoyment of those in the immediate area. No loud music, tool use or other noise will be permitted in the open rental areas without the explicit permission of the members around you. No fumes or flames are permitted in unventilated areas. Restore the spaces to be as clean or cleaner than when you found them. Please respect and do not interrupt any official MakeHartford activities or classes in the shared spaces.

Refrigerator Use and Cleaning: The refrigerator will be cleaned out every Monday. Anything other than condiments not labeled and dated will be thrown out, no questions asked.

Shared Equipment: Equipment is available on a first come-first serve basis. Additional time may be purchased. Any equipment not reserved is open to member use at any time with Full and 24 Hour Members having priority ahead of Associate members.

Presence: Inactivity and lack of physical presence at our community facility can be detrimental to our mission by preventing others from using the space due to our member population cap. Please inform us of any extended absences or extenuating circumstances that might prevent you from attending so that others can use the space while you are away. Otherwise, we expect members to make regular use of our facilities.

Guests: You are permitted to bring up to two non-member guests in to MakeHartford as long as they do not use MakeHartford’s tools and/or equipment or interfere with other members. Guests must follow all MakeHartford rules and meet all age requirements discussed elsewhere in this form. You are solely responsible for your guest’s actions. Any infractions committed by your guests will be reflected on you.

- Guests must sign in and follow all rules, policies, and procedures
- No animals (except service animals)
- No unsupervised children

Tolerance of Feedback: Please be open to constructive feedback from fellow members, especially as it pertains to safe use of our equipment and disrespectful communication or behavior.

Member Signature: _____ Date: ___/___/___

Parent or Legal Guardian : _____ Date: ___/___/___
(If Member is under 18)

Make Hartford Signature: _____ Date: ___/___/___

MakeHartford Services Addendum

Modified: 10/25/2015

This space is 100% volunteer run and administered as a non-profit organisation. We have some sponsors, but the biggest percentage of our budget comes from our members and the community.

1 Day pass: \$20 (10 day): \$150

- Full membership access for one day
- Buy a 10 pack to save money
- Must be used within 6 month of purchase

Associate Membership: \$50 / yr

- Invitation to member only activities
- Discounts from area service providers
- Discounts from wholesalers and local businesses

Full Membership: \$50 / mo paid monthly

- Discounted business development services
- Access to funding sources through MakeHartford and affiliated organizations
- Access to community directory of members and service providers
- Invitation to member only activities
- Discounts from area service providers
- Discounts on equipment usage
- Discounts from wholesalers and local businesses

24 Hour Member: \$75 / mo paid monthly

- 24 Hour Access + Key Holder
- All benefits of Full Membership

Family(up to 2 adults, 2 children): \$75/mo

- Full membership for the whole family!
- \$25 per month per additional family member

Group: \$75/mo that can be shared by up to 3 people.

- A single membership shared between up to three people.
- Only 1 person from the group can be in the space at a time (excluding social events).
- Add an additional person in the space for \$25 more per person per month.
- Add 24 hour access for \$25 more per month.

Corporate Supporter: \$40/mo per member

- Allow a discounted price on a company or group with more than 4 monthly memberships.
- Add 24 hour access for \$25 more per person per month.

Private Workspace Licenses: \$235/mo (-\$10/mo with automatic payment)

- Includes 24 Hour membership
- Must maintain membership in good standing for duration of license
- License fee due each month with along with membership
- First and last month License fee due at signing
- 30 day notice required to terminate license agreement
- May be purchased in 6 month and 12 month blocks (\$1200/2300)

Additional MakeHartford Services

Tote: \$10-20/mo

Gym sized locker. Exact size to be determined

Machine Time: \$3/hr - \$2/hr for Members

MeetUp Event Hosting: FREE!

Check our calendar to double check our staffing or send us a message: info@MakeHartford.com

Event Fees: Negotiable

Want to host an event here? Lets talk.

MakeHartford Services

Memberships Types:

- One Day - **(\$20 each or \$150 for 10 day pack)**
- Associate Membership - **(\$50 for 1 year membership)**

All options below this line require automatic payment to be setup.

- Full Membership - **(\$50/month)**
- 24 Hour Membership - **(\$75/month)**
- Family Membership (2 adults 2 children) - **(\$75/month)**
 - 24 Hour membership - **(\$25/month)**
 - Additional member - **(\$25/month)**
- Group Membership - **(\$75/month)**
 - 24 Hour membership - **(\$25/month)**
 - Additional member - **(\$25/month)**
- Corporate Membership - **(\$40/month)**
 - Additional member - **(\$40/month)**

Private Workspace License

- 40 sqft plot 5x8' Exclusive use or shared use (with _____), **(\$150/month)**

Storage

- Locker **(\$10)**

Donated Equipment Value _____

Form Number: _____

Monthly Fees: _____

Paid Today: _____

For Period: _____

Member Name: _____

Member Signature: _____

Date: ___/___/___

Parent or Legal Guardian _____
(If Member is under 18)

Date: ___/___/___

MakeHartford Signature: _____

Date: ___/___/___

OFFICIAL USE ONLY

Paid: [CHECK / CREDIT / PAYPAL] Receipt # _____

Date: ___/___/___